IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE PIUS C.KURIAKOSE

FRIDAY, THE 3RD AUGUST 2007 / 12TH SRAVANA 1929

AR.No. 11 of 2007()

PETITIONERS

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1. T.A.LEELAVATHI, S/O LATE P.C. VELAYUDHAN, 'SREE VASISHTALAYAM', OLD RAILWAY STATION ROAD, ERNAKULAM, KOCHI-682 018.

2. P.V.KALADHARAN,S/O LATE P.C.VELAYUDHAN, 'VASISHTALAYAM', E.M.C.ROAD, VENNALA, KOCHI-682 028.

BY ADV. SRI.C.J.JOY
SRI.K.K.VIVEKANANDAN
SRI.KURIAKOSE G.THEKKEL

RESPONDENT:

P.V.HARIDAS, S/O LATE P.C.VELAYUDHAN, M/S AKHILANDESWARI IRON MART, MARKET CANAL ROAD, ERNAKULAM, KOCHI-682 035.

BY ADV. SRI.S.SREEKUMAR

THIS ARBITRATION REQUEST HAVING COME UP FOR ADMISSION ON 03/08/2007 ALONG WITH AR NO. 12 OF 2007 & AR NO. 13 OF 2007, THE COURT ON THE SAME DAY PASSED THE FOLLOWING:

PIUS C. KURIAKOSE,J.

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A.R. Nos.11, 12 & 13 of 2007

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Dated: 3rd August, 2007

ORDER

The parties to these three Arbitration Requests are the legal heirs of late P.C.Velayudhan. They were conducting various businesses in partnership under the names and styles of Auto Diesel and Engineering Works, Akhilandeswari Iron Mart and Kathiravan Agencies. Disputes have arisen between them and according to the petitioners the respondents in these three Arbitration Requests who are sons of late P.C.Velayudhan have not discharged their obligations to them under the respective partnership deeds. In Arbitration Request No.11/07, the widow and a son of late P.C.Velayudhan are the petitioners and that case pertains to disputes in respect of the partnership firm by name 'Auto Diesel and Engineering Works' and P.V.Haridas, S/o.Late P.C.Velayudhan is the respondent in that case. The daughter of late P.C.Velayudhan is the petitioner in A.R.No.12/07 which relates to the disputes around Akhilandeswari Iron Mart, another partnership firm and the respondents therein are P.V.Haridas and P.V.Mohandas, sons of late P.C.Velayudhan. A.R.No.13/07 is filed by widow of late P.C.Velayudhan and the petitioner in A.R.No.12/07 arraying Sri.P.V.Mohandas as the respondent. That

case pertains to the disputes around the business of the partnership firm by name 'Kathiravan Agencies'.

2. Identical counter affidavits have been filed in all these cases and I do not find any serious disputes raised regarding the maintainability of these applications or regarding the arbitrability of the disputes in terms of Section 11(5) of the Arbitration and Conciliation Act, 1996. All the partnership deeds contain arbitration clauses and the Annexures produced along with the cases will show that those clauses have been properly invoked by the petitioners and that there has been failure by the concerned respondents to comply with the petitioner's request for having a resolution of the disputes by arbitration. Under these circumstances, all these Arbitration Requests are only to be allowed. I suggested to the counsel the name of Mr.C.T.Joseph, an Advocate of this court known for his learning and integrity for appointment as Arbitrator. Both sides agreed to the suggestion. Accordingly, Mr.C.T.Joseph, Advocate, K.P.Madhavan Nair Road (Old Thevara Road), Kochi-16 is appointed as Arbitrator for settling the various disputes and differences which have arisen between the parties around the businesses of M/s.Auto Diesel and Engineering Works, Akhilandeswari Iron Mart and Kathiravan

Agencies as detailed in Annexure-F claim notice produce in A.R.No.11/07, Annexure-B claim notice produced in A.R.No.12/07 and Annexure-F claim notice in A.R.No.13/07. The petitioners in these three cases are directed to pay initial charges of Rs.10,000/- each to the Arbitrator within one month from today. The petitioners will be liable to honour the Arbitrator's bills for fees and other charges though ultimately the cost of the arbitration proceedings shall come out of the assets of the respective firms.

The Arbitrator is directed to enter on and finalise the arbitration proceedings at his earliest.

The Arbitration Requests are allowed as above.

srd **PIUS C.KURIAKOSE, JUDGE**